

Hospice Care for Facility Residents: Written Agreements PC.H50

Regulatory Citation(s):

42 CFR 418.112(c); 418.112(c)(1-9)

L-Tag(s):

763, 764, 765, 766, 767, 768, 769, 770, 771, 772

POLICY: Prior to the provision of hospice services in a SNF/NF or ICF/MR, the hospice obtains a written agreement signed by authorized representatives of the facility and the hospice.

PROCEDURE:

1. The provision of hospice care in a SNF/NF or ICF/MR is in accordance with the provisions stated in the written agreement between the hospice and the facility.
2. The hospice does not provide care in facilities with which it does not have a written agreement.
3. Provisions in the written agreement include, but are not limited to:
 - a. How the facility and the hospice will communicate with each other and document that communication to ensure patient needs are addressed 24/7.
 - b. A provision that the facility will immediately notify the hospice if:
 - i. a significant change in a patient’s physical, mental, social, or emotional status occurs;
 - ii. clinical complications appear that suggest a need to alter the plan of care;
 - iii. a need to transfer a patient from the facility, and the hospice makes arrangements for, and remains responsible for, any inpatient care necessary related to the terminal illness and related conditions; and/or
 - iv. a patient dies.
 - c. A provision stating that the hospice assumes responsibility for determining the appropriate course of hospice care, including the determination to change the level of care and services provided.
 - d. An agreement that it is the facility’s responsibility to continue to furnish 24-hour room and board care, meeting the personal care and nursing needs that would have been provided by the primary caregiver at home at the same level of care provided before hospice care was elected.

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- e. An agreement that it is the hospice’s responsibility to provide services at the same level and to the same extent as those services that would be provided if the resident were in his/her own home.
- f. A delineation of the hospice’s responsibilities, which include, but are not limited to the following:
 - i. providing medical direction and management of the patient;
 - ii. nursing services;
 - iii. counseling (including spiritual, dietary and bereavement);
 - iv. social work services;
 - v. provision of medical supplies, durable medical equipment and drugs necessary for the palliation of pain and symptoms associated with the terminal illness and its related conditions;
 - vi. and all other hospice services that are necessary for the care of the hospice patient’s terminal illness and its related conditions.
- g. A provision that the hospice may use the facility’s nursing personnel, where permitted by State law and as specified by the facility to assist in the administration of prescribed therapies included in the plan of care only to the extent that the hospice would routinely use the services of a hospice patient’s family in implementing the plan of care.
- h. A provision stating that the hospice must report all alleged violations involving mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of patient property by anyone related to, or unrelated to the hospice, to the facility’s administrator no later than 24 hours of the hospice becoming aware of the alleged incident/occurrence.
- i. A provision stating that the facility will report all alleged violations involving mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of patient property by anyone related to the hospice, or involving any hospice patient, to the Administrator within 24 hours of becoming aware of the alleged incident /occurrence.
- j. A delineation of the responsibilities of the hospice and the facility to provide bereavement services to facility staff.

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